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**UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA**

**SHANNON JENSEN**, individually  
and on behalf of all others similarly  
situated,

Plaintiff,

v.

**RENTON COLLECTIONS, INC.**,

Defendant.

No.

**CLASS ACTION COMPLAINT**

**DEMAND FOR JURY TRIAL**

Plaintiff alleges:

**INTRODUCTION**

1. Plaintiff, SHANNON JENSEN, brings this class action against Defendant RENTON COLLECTIONS, INC., under § 1692 et seq. of Title 15 of the United States Code, commonly referred to as the Fair Debt Collections Practices Act (“FDCPA”), and under the Washington Fair Debt Collection

Practices ACT RCW 19.16.100 *et al.* (“WFDCPA”).

2. Plaintiff brings this class action on behalf of a class of Washington consumers seeking redress for Defendant’s actions of using false, deceptive and misleading representation or means in connection with the collection of an alleged debt.
3. Plaintiff seeks statutory and punitive damages, injunctive and declaratory relief, and attorneys’ fees and costs.
4. Congress enacted the FDCPA in 1977 in response to the “abundant evidence of the use of abusive, deceptive, and unfair debt collection practices by many debt collectors.” 15 U.S.C. § 1692(a). At that time, Congress was concerned that “abusive debt collection practices contribute to the number of personal bankruptcies, to material instability, to the loss of jobs, and to invasions of individual privacy.” *Id.* Congress concluded that “existing laws . . . [we]re inadequate to protect consumers,” and that “the effective collection of debts” does not require “misrepresentation or other abusive debt collection practices.” 15 U.S.C. §§ 1692(b) & (c).
5. Congress explained that the purpose of the Act was not only to eliminate abusive debt collection practices, but also to “ensure that those debt collectors who refrain from using abusive debt collection practices are not competitively

disadvantaged.” Id. § 1692(e). After determining that the existing consumer protection laws were inadequate, id. § 1692(b), Congress gave consumers a private cause of action against debt collectors who fail to comply with the Act. Id. § 1692k.

### **JURISDICTION**

6. The Court has jurisdiction of this matter under 28 U.S.C. § 1331 and 15 U.S.C. § 1681p. Defendant regularly conducts business within the state of Washington and violated Plaintiff’s rights under the FDCPA and WFDCPA in the state of Washington as alleged more fully below.
7. Venue is proper this district under 28 U.S.C. 1391(b) because Defendant conducts business in this district, and all of the facts underlying this claim occurred in this district.

### **PARTIES**

8. Plaintiff is a resident of the State of Washington and is a “consumer” as that term is defined by 15 U.S.C. § 1681a(c).
9. Defendant is a collection agency with its registered office located at 211 Morris Avenue South, Renton, Washington 98057.

### **FACTUAL ALLEGATIONS**

1 10.Plaintiff repeats, reiterates and incorporates the allegations contained in the  
2 preceding paragraphs with the same force and effect as if the same were set  
3 forth at length herein.  
4

5 11.Some time prior to June 25, 2019 an obligation was allegedly incurred to  
6 OLYMPIA ER SERVICES.  
7

8 12.The OLYMPIA ER SERVICES obligation arose out of a transaction in which  
9 money, property, insurance or services, which are the subject of the  
10 transaction, are primarily for personal, family, medical or household purposes.  
11

12 13.The alleged OLYMPIA ER SERVICES obligation is a "debt" as defined by  
13 15 U.S.C.§ 1692a(5).  
14

15 14.OLYMPIA ER SERVICES is a "creditor" as defined by 15 U.S.C.§ 1692a(4).  
16

17 15.OLYMPIA ER SERVICES or subsequent owner of the OLYMPIA ER  
18 SERVICES debt contracted the Defendant to collect the alleged debt.  
19

20 16.On or about June 25, 2019 the Defendant cause to be delivered to the Plaintiff  
21 a collection letter in an attempt to collect the alleged OLYMPIA ER  
22 SERVICES debt. *See Exhibit A.*  
23

24 17.The June 25, 2019 letter was sent or caused to be sent by persons employed  
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by Defendant as a “debt collector” as defined by 15 U.S.C. §1692a(6).

18.The June 25, 2019 letter is a “communication” as defined by 15 U.S.C. §1692a(2).

19.The Plaintiff received and read the Letter.

20.The Letter states in part:

“Principal Balance:	\$233.84
*Collection Costs:	0.00
*Creditor Interest:	0.00
*RCI Interest:	0.00
Total Balance:	\$233.84”

21.The letter further stated: “Interest is calculated at 12% per annum if applicable. Accumulated from list date.”

22.Upon information and belief, no interest was added or intended to be added after the date of the Letter.

23.The Plaintiff, as would any least sophisticated consumer, read the above statements and was left unsure as to the actual total amount due.

24.Pursuant to 15 U.S.C. §1692g, a debt collector must within five days of the initial communication accurately and clearly state the amount of the alleged debt.

25.The Plaintiff, as would any least sophisticated consumer, read the above

1 statements and was left confused as to whether interest was accruing on the  
2 alleged balance due or not.

3  
4 26. The Plaintiff, as would any least sophisticated consumer read the above  
5 statements and believed that the Defendant could potentially impose  
6 additional charges, even though that would never actually incur. *See e.g.,*  
7 *Beauchamp v. Fin. Recovery Servs., Inc.*, No. 10 CIV. 4864 SAS, 2011  
8 WL 891320, at \*3 (S.D.N.Y. Mar. 14, 2011) (finding that a letter stating  
9 that the debt balance may increase could mislead the least sophisticated  
10 debtor into believing that additional charges or interest would accrue).

11  
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14 27. In *Miller v. McCalla, Raymer, Patrick, Cobb, Nichols & Clark, LLC*, 214 F.  
15 3d 872 (7th Cir. 2000), the 7<sup>th</sup> Circuit sets forth a requirement of a debt  
16 collector to notify consumers that the amount of the debt is increasing due to  
17 interest, late fees, or other charges “in cases like this where the amount varies  
18 from day to day.” *Id.* at 876.

19  
20  
21 28. The Second Circuit agreed with *Miller* and held that a collection notice that  
22 states an amount due but does not disclose that the balance may increase due  
23 to interest and fees, is false, deceptive, or misleading and a violation of 15  
24 U.S.C. §1692e. See *Avila v. Riexinger & Associates, LLC*, 817 F.3d 72 (2<sup>nd</sup>  
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1 Cir. 2016).

2 29. Debt collectors have an obligation, and consumers have an information right,  
3 to be accurately told the amount of the debt.  
4

5 30. By inputting this language, the Defendant caused the Plaintiff a real risk  
6 of harm. Plaintiff, as would the least sophisticated consumer, would  
7 believe that they have a financial incentive to pay this debt sooner, or risk  
8 owing a higher amount.  
9

10 31. Defendant could have taken the steps necessary to bring its actions  
11 within compliance with the FDCPA but neglected to do so and failed  
12 to adequately review its actions to ensure compliance with the law.  
13  
14

15 **CLASS ALLEGATIONS**  
16

17 32. Plaintiff brings claims, pursuant to the Federal Rules of Civil Procedure  
18 (hereinafter “FRCP”) Rule 23, individually and on behalf of the following  
19 consumer class.  
20

21 33. The Class consists of: a) All consumers with addresses in the State of  
22 Washington b) who were sent a collection letter from the Defendant c)  
23 attempting to collect a consumer debt owed to OLYMPIA ER SERVICES, d)  
24 that states “Interest is calculated at 12% per annum if applicable.” (e) when  
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1 no interest was added or intended to be added (f) which letter was sent on or  
2 after a date one year prior to the filing of this action and on or before a date  
3 21 days after the filing of this action.  
4

5 34.The identities of all class members are readily ascertainable from the records  
6 of Defendant and those companies and entities on whose behalf they attempt  
7 to collect and/or have purchased debts.  
8

9 35.Excluded from the Plaintiff Class are the Defendant and all officers,  
10 members, partners, managers, directors, and employees of the Defendant and  
11 their respective immediate families, and legal counsel for all parties to this  
12 action and all members of their immediate families.  
13  
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15 36.There are questions of law and fact common to the Plaintiff Class, which  
16 common issues predominate over any issues involving only individual class  
17 members. The principal issue is whether the Defendant's written  
18 communications to consumers, in the forms attached as *Exhibit A*, violate 15  
19 U.S.C. § 1692e and § 1692g.  
20  
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22 37.The Plaintiff's claims are typical of the class members, as all are based upon  
23 the same facts and legal theories.  
24

25 38.The Plaintiff will fairly and adequately protect the interests of the Plaintiff  
26 Class defined in this complaint. The Plaintiff has retained counsel with  
27  
28



experience in handling consumer lawsuits, complex legal issues, and class actions, and neither the Plaintiff nor Plaintiff's attorneys have any interests, which might cause them not to vigorously pursue this action.

39. This action has been brought, and may properly be maintained, as a class action pursuant to the provisions of Rule 23 of the Federal Rules of Civil Procedure because there is a well-defined community interest in the litigation:

(a) **Numerosity:** The Plaintiff is informed and believes, and on that basis alleges, that the Plaintiff Class defined above is so numerous that joinder of all members would be impractical.

(b) **Common Questions Predominate:** Common questions of law and fact exist as to all members of the Plaintiff Class and those questions predominate over any questions or issues involving only individual class members. The principal issue is whether the Defendant's written communications to consumers, in the forms attached as *Exhibit A*, violate 15 U.S.C. § 1692e and § 1692g.

(c) **Typicality:** The Plaintiff's claims are typical of the claims of the class members. The Plaintiff and all members of the Plaintiff Class have claims arising out of the Defendant's common uniform course of conduct complained of herein.

1 (d) **Adequacy:** The Plaintiff will fairly and adequately protect the interests  
2 of the class members insofar as Plaintiff has no interests that are averse  
3 to the absent class members. The Plaintiff is committed to vigorously  
4 litigating this matter. Plaintiff has also retained counsel experienced in  
5 handling consumer lawsuits, complex legal issues, and class actions.  
6 Neither the Plaintiff nor Plaintiff's counsel have any interests which  
7 might cause them not to vigorously pursue the instant class action  
8 lawsuit.  
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12 (e) **Superiority:** A class action is superior to the other available means for  
13 the fair and efficient adjudication of this controversy because individual  
14 joinder of all members would be impracticable. Class action treatment  
15 will permit a large number of similarly situated persons to prosecute  
16 their common claims in a single forum efficiently and without  
17 unnecessary duplication of effort and expense that individual actions  
18 would engender.  
19  
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22 40. Certification of a class under Rule 23(b)(3) of the Federal Rules of Civil

23 Procedure is also appropriate in that the questions of law and fact common  
24 to members of the Plaintiff Class predominate over any questions affecting  
25 an individual member, and a class action is superior to other available  
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1 methods for the fair and efficient adjudication of the controversy.

2 41. Depending on the outcome of further investigation and discovery, Plaintiff  
3 may, at the time of class certification motion, seek to certify a class(es) only  
4 as to particular issues pursuant to Fed. R. Civ. P. 23(c)(4).  
5

6 **COUNT I**

7 **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**

8 **15 U.S.C. §1692e *et seq.***

9  
10 42. Plaintiff repeats, reiterates and incorporates the allegations contained in  
11 paragraphs above herein with the same force and effect as if the same were  
12 set forth at length herein.  
13

14 43. Defendants' debt collection efforts attempted and/or directed towards  
15 the Plaintiff violated various provisions of the FDCPA, including but  
16 not limited to 15 U.S.C. § 1692e.  
17

18 44. Pursuant to 15 U.S.C. § 1692e, a debt collector may not use any false,  
19 misleading and/or deceptive means to collect or attempt to collect any debt  
20 or to obtain information concerning a consumer.  
21

22 45. The Defendant violated said section in its letter to the Plaintiff by:

- 23  
24 a. Using a false, deceptive, and misleading representations or means  
25 in connection with the collection of a debt;  
26  
27

b. Falsely representing the amount of the alleged debt in violation of 1692e(2)(A);

c. Making a false representation or using deceptive means to collect a debt in violation of 1692e(10).

46. By reason thereof, Defendant is liable to Plaintiff for judgment that Defendant's conduct violated Section 1692e *et seq.* of the FDCPA, actual damages, statutory damages, costs and attorneys' fees.

## **COUNT II**

### **VIOLATIONS OF THE FAIR DEBT COLLECTION PRACTICES ACT**

#### **16 U.S.C. §1692g *et seq.***

47. Plaintiff repeats, reiterates and incorporates the allegations contained in paragraphs above herein with the same force and effect as if the same were set forth at length herein.

48. Defendant's debt collection efforts attempted and/or directed towards the Plaintiff violated various provisions of the FDCPA, including but not limited to 15 U.S.C. § 1692g.

49. Pursuant to 15 U.S.C. §1692g, a debt collector must within five days of the initial communication state the amount of debt.

50. Defendant violated said section by failing to accurately state the amount of

1 the debt.

2 51.By reason thereof, Defendant is liable to Plaintiff for judgment that  
3 Defendant's conduct violated Section 1692g *et seq.* of the FDCPA, actual  
4 damages, statutory damages, costs and attorneys' fees.  
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6  
7 **COUNT III**

8 **VIOLATIONS OF THE WASHINGTON FAIR DEBT COLLECTION**  
9 **PRACTICES ACT**

10 52.Plaintiff repeats, reiterates and incorporates the allegations contained in  
11 paragraphs above herein with the same force and effect as if the same were  
12 set forth at length herein.  
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14 53.Defendants' debt collection efforts attempted and/or directed towards  
15 the Plaintiff violated various provisions of the WFDCPA, including  
16 but not limited to RCW 19.16.100.  
17

18 54.Defendant violated said section by failing to clearly state the amount of the  
19 alleged debt.  
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21 55.By reason thereof, Defendant is liable to Plaintiff for judgment that  
22 Defendant's conduct violated the WFDCPA, and for actual  
23 damages, statutory damages, costs and attorneys' fees.  
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**PRAYER FOR RELIEF**

**WHEREFORE**, Plaintiff demands judgment against Defendant as follows:

- a) For statutory damages under the FDCPA and/or WFDCPA
- b) For costs of this action, including reasonable attorneys' fees and expenses.
- c) Awarding Plaintiff such other and further relief as this Court may deem just and proper.

**JURY TRIAL DEMANDED**

Plaintiff demands trial by jury on all issues so triable.

DATED this 5th day of December 2019.

Respectfully submitted,

By: /s/ Michael Brubaker  
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